

DECLARATION IN SUPPORT OF CIVIL FORFEITURE COMPLAINT

I, John Mark Leibensperger, a Special Agent with the Federal Bureau of Investigation (FBI), Dallas, Texas, being duly sworn depose and state:

I. Introduction

1. I am a Special Agent employed by the FBI. I have been so employed since February 2022.

2. My duties and responsibilities as a FBI Special Agent include conducting criminal investigations of individuals and organizations that have violated federal laws, including violations of Title 18, United States Code 1347 (health care fraud) and Title 18, United States Code 1349 (conspiracy to commit health care fraud). I also investigate allegations of fraud, waste, and abuse in connection with federal and state health care programs, including Medicare and Medicaid. I have received specialized training and participated in numerous health care fraud investigations. I have participated in the execution of multiple federal search warrants and arrests. I am a graduate of the Federal Bureau of Investigation Special Agent Basic Training Program.

3. The investigation described in this declaration was and is being conducted by the FBI and U.S. Department of Health and Human Services (HHS).

4. I am familiar with the information contained in this declaration, either through personal investigation or through discussion with other law enforcement officers and employees, who have participated in and have contributed documentary reports of their investigative efforts in this matter. This declaration is based on

personal knowledge I have gained from the participation in this investigation, as well as information relayed to me from other sources. Because I submit this declaration for the limited purposes described below, I have not included each and every fact I know concerning this investigation.

II. Preview

5. The declaration describes how from in or around March 2023 and continuing thereafter until June 2023, Syed Zahed Hussain Abedi (Abedi) and Syeda Kubra Begum (Begum), acting through Medshield Labs LLC (Medshield), along with others both known and unknown, did knowingly and willfully cause the submission of approximately \$46 million in claims for HCPCS Code K1034 to Medicare for over-the-counter (OTC) Covid-19 test kits. Medicare paid Medshield approximately \$31.5 million for those claims. These false and fraudulent claims were based upon Medshield's representations concerning OTC Covid-19 test kits that had never been requested by or provided to Medicare beneficiaries. Medshield listed a practice location from an office space located at 9319 Lyndon B. Johnson Freeway, Suite 102, Dallas, Texas 75243, which is within the Dallas Division of the Northern District of Texas. In furtherance of the scheme, Abedi and Begum utilized the Medicare proceeds to purchase three vehicles.

III. Real Property and Financial Assets Sought for Forfeiture

6. I submit this declaration in support of a complaint that seeks civil forfeiture of the following financial assets and real property:

Subject Vehicles:

Vehicle Year	Vehicle Color	Vehicle Make/Model	Vehicle Identification Number	Name on Title
2020	Gray	Tesla Model Y	5YJYGDEE5LF022897	Shafee Baig
2016	Black	Land Rover Range Rover	SALGS2VF7GA283270	Vito Dizonno
2023	Silver	Toyota Sienna	5TDBSKFCXPS075442	Mirza Baig

Subject Bank Account:

Amount	Financial Institution	Account Number	Signatory on Account	Name on Account
\$28,645,208.85	J.P. Morgan Chase Bank	816893009	Syeda Kubra Begum Shaan Iqbal Ahmed	Medshield Labs LLC

IV. Legal Authorities

7. Title 18 U.S.C. § 1347 (health care fraud) prohibits persons from knowingly or willfully executing, or attempting to execute, a scheme to defraud any health care benefit program; or to obtain by means of false or fraudulent pretenses, representations, or promises, any of the money of any health care benefit program.

8. Title 18 U.S.C § 1343 (wire fraud) prohibits person from devising any scheme or artifice to defraud, or for obtaining money by means of false or fraudulent pretenses, representations, or promises, transmits or causes to be transmitted by means of wire in interstate or foreign commerce.

9. Title 18 U.S.C § 1349 (conspiracy to commit health care fraud) prohibits persons from attempting or conspiring to commit any other offense under Chapter 63, including health care fraud under 18 U.S.C. § 1347.

10. For the purposes of this declaration, Title 18 U.S.C § 1349, Title 18 U.S.C § 1343, and Title 18 U.S.C. § 1347 will collectively be referred to as **Subject Offenses**.

11. Title 18 U.S.C., § 981(a)(1)(C) provides that any property, real or personal, which constitutes or is derived from proceeds traceable to a violation of 18 U.S.C. § 1343 is subject to civil forfeiture to the United States.

12. Title 18 U.S.C., § 981(a)(1)(C) provides that any property, real or personal, which constitutes or is derived from gross proceeds traceable to a violation of U.S.C. § 1347 (1349) is subject to civil forfeiture to the United States.

13. Title 28 U.S.C. § 1355 provides that a forfeiture action may be brought in the district in which any of the acts or omissions giving rise to the forfeiture occurred.

14. Based on the legal authorities set forth above, and the facts and circumstances set forth below, I believe that the property listed in paragraph 6 of this declaration is subject to civil forfeiture pursuant to 18 U.S.C. § 981(a)(1)(C), due to the properties being traceable to proceeds of **Subject Offenses**.

V. Investigation Background, Evidence of Fraud

15. As described further below, evidence gathered in the investigation demonstrates that from about or around March 2023 through in or around June

2023, Abedi and Begum, acting through Medshield, caused the submission of approximately \$49 million in claims related to approximately 350,000 Medicare beneficiaries to Medicare for OTC covid-19 test kits. Medicare paid Medshield approximately \$31.5 million for those claims.

Medicare Program

16. Medicare is a federal health benefit program administered by the Centers for Medicare and Medicaid Services (“CMS”), an agency of the U.S. Department of Health and Human Services. Medicare is funded through individual payroll taxes, other taxes, and user fees. Medicare helps pay for the reasonable and necessary medical services for people aged 65 and older and some persons under 65 with certain illness and/or disabilities. Individuals who receive benefits under Medicare are referred to as Medicare “beneficiaries.”

17. Each Medicare beneficiary is identified with a unique beneficiary identifier number (“BIN”). These BINs are used, among other ways, to determine a beneficiary’s eligibility for Medicare benefits, and to submit claims to Medicare seeking reimbursement for covered benefits, items, and services. In the past, BINs were composed of either a beneficiary’s Social Security Number or randomly selected numbers and letters. Since 2015, Congress mandated CMS phase out the use of Social Security Numbers, and CMS now assigns Medicare beneficiaries a randomly generated number called a Medicare Beneficiary Identifier (“MBI”). One purpose of this change was to improve patient identity protection and prevent identity theft. These BINs are considered means of identification pursuant to 18

U.S.C. § 1028(d)(7).

18. Medicare, as well as private health care benefit programs are “health care benefit programs” as defined by Title 18, United States Code, § 24(b), that is, a “public or private plan or contract, affecting commerce, under which any medical benefit, item, or service is provided to any individual...” 18 U.S.C. § 24(b).

19. Medical providers and suppliers must obtain a National Provider Identifier (“NPI”) before enrolling in Medicare. Health care providers seeking to become a Medicare provider must submit enrollment documentation to Medicare, which includes, among other things, contact information for the provider.

20. Every claim submitted by, or on behalf of, a physician or health care provider, includes an agreement by the provider to abide by Medicare’s rules and regulations. As a condition of payment Medicare requires providers to certify all information on the claim is true, correct, and complete. Additionally, the provider certifies the service was rendered personally by the provider or under his/her direct supervision and incident to the provider’s care and that the service was medically necessary for the health and/or well-being of the patient. Health care suppliers, like Medshield, are paid by Medicare through the submission of claims. All Medicare providers are required to submit claims electronically. Those claims are processed through Baltimore, Maryland, and therefore they travel in interstate commerce. Medicare reimburses claims electronically, as well, and payments for Medicare Part A services in Illinois are issued from National Government Services, a Medicare Administrative Contractor (MAC) headquartered in Indianapolis, Indiana.

Payments are made into a provider's bank account through an electronic funds transfer. Providers are also required to maintain all documents that substantiate Medicare claims for at least six years.

21. As of June 25, 2023, a review of PECOS revealed that Medshield was actively enrolled with Medicare. Therefore, at all relevant times, Medshield was bound by the laws, rules, and regulations that govern Medicare.

Over the Counter (OTC) Covid-19 Test Kits

22. In April 2022, the federal government announced that individuals with Medicare could receive up to eight OTC Covid-19 tests per calendar month from participating pharmacies and health care providers without a physician referral for the duration of the Covid-19 public health emergency ("PHE") at no cost to beneficiaries. The PHE ended on May 11, 2023, at which point Medicare will no longer pay for eight OTC Covid 19 tests per month at no cost to beneficiaries. However, on February 9, 2023, Medicare announced that it is allowing a one-year grace period for providers to bill OTC Covid 19 tests that were provided to beneficiaries prior to May 11, 2023, but that the provider was unable to bill prior to the May 11, 2023 deadline.

23. To receive reimbursement from Medicare for the OTC Covid 19 tests, providers are directed to bill Medicare using Healthcare Common Procedure Code System ("HCPCS") code K1034. CMS's guidance to providers billing for these OTC Covid 19 tests is to "only give patients the tests when they request them." Additionally, CMS instructed providers to "keep good documentation. We may ask

to see documentation showing a patients' request for tests. If you don't provide the documentation, we could recoup payment and may take other administrative actions.”¹

Medshield background and business practices through January 2023

24. According to Texas Secretary of State records, Medshield Labs LLC was formed on December 28, 2021 with Shaan Iqbal Ahmed (Ahmed) listed as registered agent. The same records listed Medshield's address as 1040 Saint Francis Lane, Flower Mound, Texas 75028 which was an address affiliated with Ahmed's brother and located in the Northern District of Texas.

25. On January 28, 2022, Ahmed opened J.P. Morgan Chase account x3009 (**Subject Bank Account**) titled “Medshield Labs LLC.”

26. Medshield was assigned NPI number 1144981184. According to CMS documentation, on or about February 15, 2022, Medshield enrolled as a Medicare provider. Medshield's electronic transfer agreement with Medicare listed **Subject Bank Account** as the depositing account for Medicare payments.

27. On March 1, 2022, Ahmed signed a one-year lease agreement with Alex Suleman for 9319 Lyndon B. Johnson Freeway, Suite 102, Dallas, Texas 75234 (9319 LBJ) which is located in the U.S. District for the Northern District of Texas. Agents interviewed the building manager of 9319 LBJ who confirmed that Ahmed owned and operated Medshield out of suite 102. Additionally, the building manager provided copies of the lease agreement for suite 102. Medshield registration with

¹ <https://www.cms.gov/COVIDOTCtestsProvider> accessed on 10/21/2024.

Medicare listed Medshield's physical address was 9319 LBJ Suite 102. Financial analysis shows that Ahmed paid rent for Suite 102 during the term of the lease agreement.

28. Agents interviewed Ahmed and multiple previous Medshield employees. The summary of those interviews includes that from the beginning of January 2022 through February 2023 Medshield did not bill for or deal in OTC Covid-19 tests. Instead, under Ahmed's direction, Medshield processed PCR Covid-19 laboratory tests.² During this time, Ahmed employed between three and four employees at any given time and processed approximately 30 total PCR Covid-19 tests per day. Ahmed stated that Medshield was not financially successful as the laboratory was unable to acquire the volume of tests that Ahmed had anticipated. Therefore, around the beginning of 2023, Ahmed decided to sell Medshield by utilizing his personal network and contacts. Ahmed was asking \$175,000 for Medshield.

Medshield Ownership Transfer February 2023

29. Ahmed stated that Abedi contacted Ahmed and offered to purchase Medshield for \$250,000 on the condition that Ahmed wait 90 days prior to cashing the check. Ahmed met with Abedi and Begum (who are husband and wife) in Texas. Shortly thereafter, on February 21, 2023 a sales contract drafted by Ahmed's attorney was finalized between Ahmed and Begum for the purchase of Medshield. Ahmed provided agents with a copy of the executed purchase agreement for

² PCR refers to polymerase chain reaction which is a laboratory technique used to amplify DNA sequences. PCR tests require laboratory equipment and personnel.

Medshield:

**AGREEMENT FOR THE PURCHASE
OF
MEMBERSHIP INTEREST IN
MEDSHIELD LABS, LLC**

THIS AGREEMENT FOR THE PURCHASE OF MEMBERSHIP INTEREST ("Agreement") is made and entered into this 21st day of February, 2023 (the "Effective Date"), by and among **SHAAN AHMED**, and (collectively referred to as "Seller"), **MEDSHIELD LABS, LLC**, a Texas Limited Liability Company ("MEDSHIELD" or "Company") and **SYEDA KUBRA BEGUM** (collectively referred to as "Buyer").

owner

PREAMBLE

WHEREAS, SHAAN AHMED, owner, owning and having possession of one hundred percent (100%) of the issued and outstanding membership interest in **MEDSHIELD LABS, LLC** (the "Interest"); and

WHEREAS, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Interest.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed by the parties to this Agreement as follows:

ARTICLE I

Purchase of Interest

1.1 **Preambles.** The preambles to this Agreement are hereby incorporated into this Agreement and made an integral part of this Agreement by this reference.

1.2 **Interest.** Interest shall include all issued and outstanding Interest of MEDSHIELD and the assets of MEDSHIELD, including but not limited to company documents, medical records, personnel files and intellectual property.

1.3 **Agreement to Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and deliver the Interest to Buyer as set forth herein and Buyer agree to purchase the Interest for the collective price of **Two Hundred Fifty Thousand Dollars (\$250,000.00)** (the "Purchase Price") under the terms of Article I.

1.4 **Closing Date.** The purchase and sale of the Interest shall be consummated and closed on March 1, 2023 (the "Closing Date") at which time 100% of the issued and outstanding Interest held by Seller shall be transferred to Buyer subject to payment as below. In the event that Seller is prohibited by law from transferring the Interest as of the


MEDSHIELD LABS, LLC
Interest Purchase Agreement
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IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first above written.

SELLER:


SHAAN AHMED

BUYER:


SYEDA KUBRA BEGUM

The remainder of this page is intentionally left blank

MEDSHIELD LABS, LLC
Interest Purchase Agreement
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Ahmed introduced Begum, as the new owner of Medshield, to the building manager of 9319 LBJ. Begum completed the application for and assumed Medshield's lease agreement for Suite 102 as "president" of Medshield:

APPLICATION FOR LEASE

DATE OF APPLICATION 1/1 Suite # 102
 TYPE OF PROPOSED BUSINESS _____ ☐ Existing ☐ New

FULL NAME
 INDIVIDUAL #1 SYEDA KUBRA BEGUM.

HOME ADDRESS _____

SKOKIE IL 60077
 City State Zip

DATE OF BIRTH _____

DRIVERS LIC _____ ST _____

SOCIAL SECURITY _____

CONTACT

- ☐ Business ☒ Fax
☐ Home ☒ Mobile
☐ Email SyedaBegum1105@gmail.com

Attach copy of Drivers License

Full Name
 INDIVIDUAL #2 _____

HOME ADDRESS _____

City State Zip

DATE OF BIRTH _____

DRIVERS LIC _____ ST _____

SOCIAL SECURITY _____

CONTACT

- ☐ Business ☐ Fax
☐ Home ☐ Mobile
☐ Email _____

Attach copy of Drivers license

BUSINESS NAME MEDSHIELD LAB L.L.C

BUSINESS ADDRESS 9319 LBJ Fwy SUI-102.

YEARS IN BUSINESS _____

CURRENT BUSINESS

LANDLORD NAME _____ TELEPHONE _____

BANK OR CREDIT REFERENCES

NAME

ACCOUNT #

TELEPHONE

Authorization for Credit Inquiry

I authorize Alan TX Investments to obtain a credit report to ascertain the fitness of the financial condition to meet the basic obligation of the lease payments for the term of the lease.

Authorized By:

Print Name: Syeda Kubra Begum Signature _____

Dated: _____

Lease Contract

9319 LBJ Freeway, Dallas, Texas 75243

1. **PARTIES:** The parties to this lease are:

Landlord: Alan TX Investments, LLC

Tenant: Medshield Lab LLC

2. **LEASED PREMISES:**

Landlord leases this premises described as real estate property known as "leased premises," along with all its improvements.

A. This is a multi-tenant property and suite 102___ is leased. In the description, "property" means the building or complex in which the leased premises are located inclusive of any common areas, drives, parking areas and walks.

B. The parties agree that the rentable area of the leased premises may not equal the actual or usable area within the leased premises and may include an allocation of common areas in the property. The rentable area will not be re-adjusted or re-measured.

3. **TERM**

A. Term: Term of the lease is 12 months commencing on 1st March 2023(commencement date) and ending on 31st Feb, 2024 (expiration date).

B. Delay of Occupancy: If the Tenant is unable to occupy the leased premises on the commencement date because of construction on the leased premises to be completed by the Landlord that is not substantially complete or prior to Tenants holding over the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event that such a delay or the commencement date

Initialed for Identification by Landlord:

and Tenant: S. B.

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parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

MEDSHIELD LAB LLC

Tenant :

Alan TX Investments, LLC

Landlord

By: Amer Suleman

By (signature):

By (signature):

Printed Name: Syeda Kubra Begum

Printed Name:

Title: president Date:

Title: Date:

By:

By:

By (signature):

By (signature):

Printed Name:

Printed Name:

Title: Date:

Title: Date:

Initialed for identification by Landlord: _____ and Tenant: _____

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30. On May 5, 2023, a Certificate of Amendment for Medshield was filed with the Texas Secretary of State replacing Ahmed with Begum as Managing Member.

31. On May 18, 2023, Begum was added to Medshield account x3009:

BUSINESS ACCOUNT ADD SIGNERS FORM **CHASE**

NAME OF BUSINESS: MEDSHIELD LABS LLC

BUSINESS ADDRESS: 9319 LYNDON B JOHNSON FWY STE 102, DALLAS, TX 75243-3440

BRANCH NAME AND NO.: LINCOLNWOOD - 987

INTEROFFICE MAILCODE IL1-2403

PREPARED BY: NAME THOMAS GONZALES

TAXPAYER ID NO. [REDACTED]

BANK NO. 111

BRANCH PHONE NO. [REDACTED]

DATE: 05/18/2023

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add: SHAANI AHMED

Identification: 1) Driver's License

ID Number: #33188/9259

Issuer: IL

Signature: [Signature]

Issuance Date: 08/16/2021

Date: 5-18-2023

Expiration Date: 10/20/2025

Account Numbers: 816893009

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add: SYEDA KUBRA BEGUM

Identification: 1) Passport w/Photo

ID Number: M1077180

Issuer: IND

Signature: [Signature]

Issuance Date: 08/18/2014

Date: 5/18/2023

Expiration Date: 08/18/2024

Account Numbers: 816893009

Please add the following signer to the accounts listed below (other authorized signers on record do not change):

Name of the Signer to Add: [REDACTED]

Identification: [REDACTED]

ID Number: [REDACTED]

Issuer: [REDACTED]

Signature: [REDACTED]

Issuance Date: [REDACTED]

Date: [REDACTED]

Expiration Date: [REDACTED]

Account Numbers: [REDACTED]

CERTIFICATION

The undersigned hereby certifies that the person(s) added as authorized signers on the account(s) indicated above have been added in accordance with resolutions or other documents of the Business regarding signing authority for bank accounts. The undersigned further certifies that for those added as authorized signers, the names, titles and signatures are correct.

For a Corporation or Unincorporated Association or Organization: Secretary Date

For Sole Proprietorship: Owner/Sole Proprietor Date

For Partnership or Limited Liability Company: Partner/Member/Manager Date

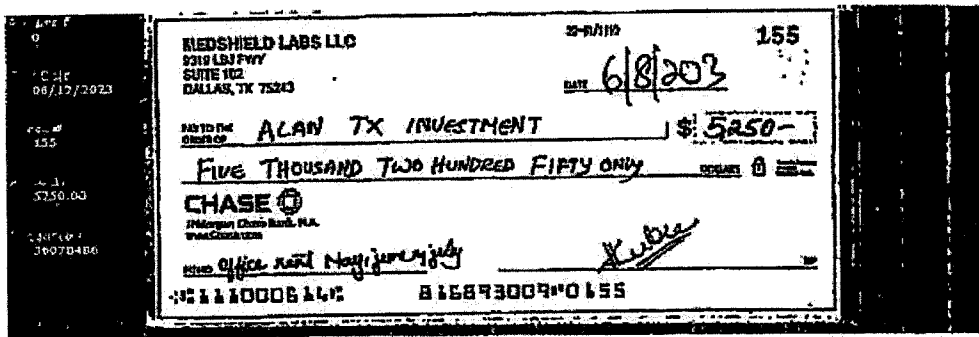
For Government Entity: Certifying Official Date

SB1524725-F1

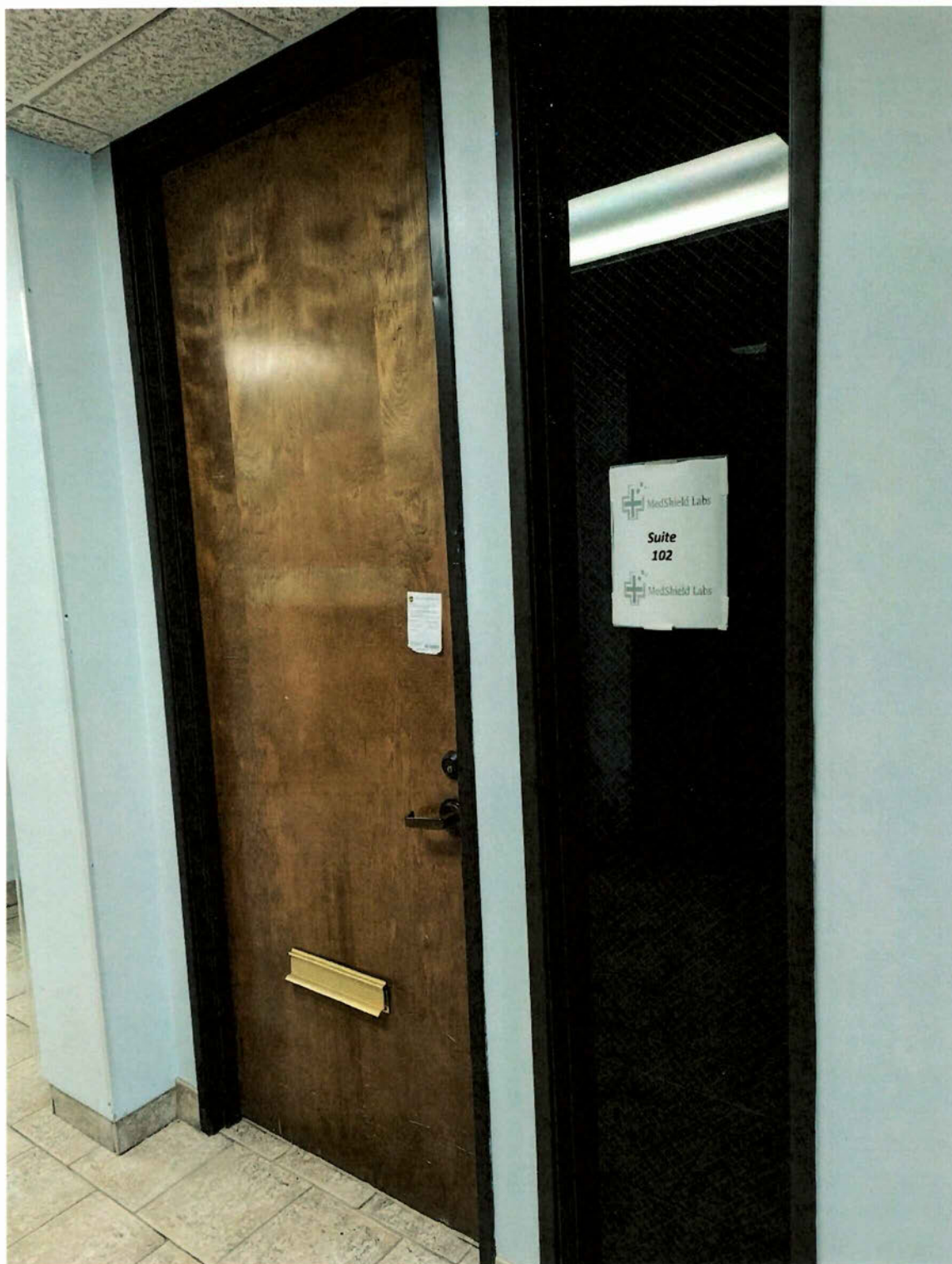
JP Morgan Chase Bank, N.A. Member FDIC

32. On May 26, 2023, an application was submitted to Medicare requesting change of ownership and payment address. The application listed Begum as the "managing employee." Medicare rejected the application due to non-response to development.

33. In total, Begum issued one rental payment for 9319 LBJ, Suite 102 on June 8, 2023 (Alan TX Investments, LLC was the landlord for 9319 LBJ):



On or about July 2023, the building manager entered Suite 102 and found the space was empty; all of the laboratory equipment had been removed. The building manager was unable to contact Begum. As a result, the building manager of 9319 LBJ deemed that Begum had abandoned 9319 LBJ, Suite 102. The following exterior and interior photos of 9319 Suite 102 were taken by writer on September 1, 2023 and November 11, 2023. As the photos indicate, 9319 LBJ, Suite 102 consisted of five small rooms totaling a few hundred square feet:







Medicare Claims Data Analysis

34. In total, during 2022, when Ahmed owned and operated Medshield, Medshield billed Medicare Part B \$13,600 and was paid \$5,603 for 68 claims. Between March 1, 2023 and May 11, 2023, after Begum and Abedi assumed ownership of Medshield, Medshield billed Medicare \$49,110,048 and was paid \$31,582,373.76 for 395,493 claims specific to HCPCS code K1034:

Codes	Description	Min From Date	Max Thru Date	# of Benes	# of Claims	Submitted	Paid Prov
K1034	Provision of covid-19 test, nonprescription self-administered and self-collected use, fda approved, authorized or cleared, one test count	3/1/23	5/11/23	352,648	395,493	\$49,110,048.00	\$31,582,373.76
U0003	Infectious agent detection by nucleic acid (dna or rna); severe acute respiratory syndrome coronavirus 2 (sars-cov-2) (coronavirus disease [covid-19]), amplified probe technique, making use of high throughput technologies as described by cms-2020-01-r	5/3/22	8/16/22	44	55	\$8,250.00	\$3,752.25
U0005	Infectious agent detection by nucleic acid (dna or rna); severe acute respiratory syndrome coronavirus 2 (sars-cov-2) (coronavirus disease [covid-19]), amplified probe technique, cdc or non-cdc, making use of high throughput technologies, completed within 2 calendar days from date of specimen collection (list separately in addition to either hcpcs code u0003 or u0004) as described by cms-2020-01-r2	5/3/22	8/16/22	44	55	\$2,750.00	\$1,250.75

35. The chart below indicates the totality of Medshield's billing for HCPCS code K1034 from April 11, 2023 through June 8, 2023:

Date Received by Medicare	Amount Billed	Amount Paid	Units Billed	Unique Claims
04/11/2023	\$192.00	\$94.08	8	1
04/12/2023	\$49,152.00	\$22,802.64	2,048	256
04/13/2023	\$4,608.00	\$2,257.92	192	24
04/14/2023	\$196,992.00	\$92,292.48	8,208	1,026
04/17/2023	\$121,536.00	\$57,012.48	5,064	633
04/18/2023	\$192.00	\$94.08	8	1
04/21/2023	\$185,088.00	\$85,800.96	7,712	964
04/27/2023	\$144,768.00	\$67,925.76	6,032	754
04/28/2023	\$192.00	\$0.00	8	1
05/01/2023	\$215,232.00	\$98,031.36	8,968	1,121
05/02/2023	\$319,104.00	\$145,353.60	13,296	1,662

05/04/2023	\$197,760.00	\$90,128.64	8,240	1,030
05/05/2023	\$99,072.00	\$44,876.16	4,128	516
05/08/2023	\$722,880.00	\$334,078.08	30,120	3,765
05/09/2023	\$146,688.00	\$65,103.36	6,112	764
05/10/2023	\$1,728.00	\$0.00	72	9
05/11/2023	\$1,740,432.00	\$826,963.20	72,560	9,070
05/12/2023	\$192.00	\$0.00	8	1
05/15/2023	\$41,847,624.00	\$29,481,614.40	2,789,232	348,654
05/16/2023	\$1,728.00	\$0.00	72	9
05/17/2023	\$8,064.00	\$0.00	336	42
05/18/2023	\$3,264.00	\$0.00	136	17
05/19/2023	\$1,920.00	\$0.00	80	10
05/22/2023	\$192.00	\$0.00	8	1
05/23/2023	\$5,376.00	\$0.00	224	28
05/24/2023	\$126,528.00	\$53,343.36	5,272	659
05/25/2023	\$217,920.00	\$115,153.92	14,504	1,813
05/26/2023	\$384.00	\$0.00	16	2
05/30/2023	\$7,800.00	\$188.16	520	65
05/31/2023	\$360.00	\$0.00	24	3
06/01/2023	\$1,344.00	\$0.00	80	10
06/02/2023	\$1,296.00	\$0.00	72	9
06/05/2023	\$480.00	\$0.00	32	4
06/06/2023	\$1,560.00	\$0.00	104	13
06/06/2023	\$192.00	\$0.00	8	1
06/07/2023	\$120.00	\$0.00	8	1
06/07/2023	\$504.00	\$0.00	24	3
06/08/2023	\$192.00	\$0.00	8	1
06/08/2023	\$312.00	\$0.00	16	2
TOTAL	\$46,372,968.00	\$31,583,114.64	2,983,560	372,945

36. As the chart indicates, despite having never billed for HCPCS code K1034 prior to April 11, 2023, Medshield billed at an exponential rate. Moreover, almost all of the claims were submitted on one single day, May 15, 2023. On just that one day, Medshield billed Medicare approximately \$42 million for nearly three million OTC Covid-19 test kits. Medicare paid Medshield approximately \$30 million for the OTC Covid-19 test kit claims submitted on May 15, 2023. Based on

my training and experience, voluminous billing over the course of a limited number of days is uncommon and indicative of fraud. It is even more uncommon for such voluminous billing to occur on a single day.

Medicare Beneficiary Interviews/Complaints

37. Beginning on approximately April 18, 2023, Medicare began receiving calls from Medicare beneficiaries to Medicare's complaint telephone number, 1-800-Medicare regarding Medshield. The number dials to a call center where Medicare contracted employees intake complaints from the public regarding any Medicare related issue including Medicare fraud, waste and abuse or quality of care issues. Between April 18, 2023 and July 2023, Medicare received approximately 7,000 beneficiary complaints listing Medshield as the subject of the complaint. The following tables outlines the number of complaints and complaint categories received by Medicare from Medicare beneficiaries related to Medshield through July 2023:

Benefit Integrity Complaints

Complaint Category	# of Complaints
DID NOT RECEIVE SERVICES	2778
DO NOT KNOW PROVIDER	2360
OTHER	2270
RETURNED ITEM BUT NO REFUND GIVEN	12
SUSPECTED IDENTITY THEFT	319

Investigators subsequently interviewed approximately 15 Medicare beneficiaries.

I. Medicare beneficiary P.W.

38. On June 23, 2023, investigators interviewed Medicare beneficiary P.W. P.W. resides in Alabama. P.W. did not request any OTC Covid-19 test kits in the mail. Despite that fact, P.W. and their spouse S.W., did receive two (2) shipments of

OTC Covid-19 test kits and noticed seven (7) separate laboratory companies, including Medshield, request payment for OTC Covid-19 tests kits from Medicare on their behalf. On or about May 15, 2023, Medshield submitted claims to Medicare for OTC Covid-19 test kits allegedly provided to P.W. on March 16, 2023 and April 1, 2023.

II. Medicare beneficiary A.J.

39. On June 26 2023, investigators interviewed Medicare beneficiary A.J. A.J. resides in North Carolina. A.J. did not request any OTC Covid-19 test kits, but A.J. received three (3) package of OTC Covid-19 test kits in the mail each containing four (4) boxes and each box containing two (2) tests. In total, A.J. noticed that five (5) unique companies entered seven (7) total claims for OTC Covid-19 test kits in her name on Medicare, including one from Medshield. A.J. estimates that they receive six (6) to seven (7) calls a day soliciting her for OTC Covid-19 test kits, with the calls continuing to include the date of the interview. A.J. either hangs up on the caller or does not answer the call. On or about May 15, 2023, Medshield submitted a claim to Medicare for OTC Covid-19 test kits allegedly provided to L.H. on March 30, 2023.

III. Medicare beneficiary J.F.

40. On August 22, 2023, investigators interviewed Medicare beneficiary J.F. J.F. resides in Plano, Texas. J.F. never received any OTC Covid-19 tests in the mail and J.F. never requested any OTC Covid-19 tests at any point during the two years prior to the date of the interview. On or about May 15, 2023, Medshield billed

J.F.'s Medicare benefits \$120 and was paid \$94.08 for one OTC Covid-19 test which they did not request or receive.

IV. Medicare beneficiary R.R.

41. On September 18, 2023, investigators interviewed Medicare beneficiary R.R. R.R. resides in Duncanville, Texas. R.R. never received or requested and OTC Covid-19 tests. During or about the Spring of 2023, Medshield and two other laboratories billed R.R.'s Medicare benefits for OTC Covid-19 tests.

V. Medicare beneficiary M.K.

42. On July 22, 2023, Medicare beneficiary M.K. submitted a complaint via Medicare's online portal. M.K. stated that on May 4, 2023, Medshield billed M.K.'s Medicare benefit \$192.00 and was paid \$94.08 for OTC Covid-19 test kits that M.K. never requested or received. Additionally, M.K. notified Medicare that M.K. and their spouse also received approximately 20 sets of 8 OTC Covid-19 test kits from multiple providers that they did not request. In their complaint, M.K. provided the following photos of the unsolicited OTC Covid-19 kits:



In my training and experience, once a Medicare beneficiaries Medicare information is compromised it is common for the same Medicare benefit to be subjected to multiple instances of fraudulent billing by multiple entities.

Financial Analysis of Medshield Subject Bank Account

43. Medshield billed Medicare for the OTC Covid-19 test kits, and reimbursements were deposited into Medshield's JP Morgan Chase account #3009 (**Subject Bank Account**) via electronic fund transfer (EFT). According to information provided by Medicare and confirmed by FBI Forensic Accountants, as of June 16, 2023, Medicare paid approximately \$31,583,115 to Medshield via **Subject Bank Account** for OTC Covid-19 test kits.

44. The remaining balance of **Subject Bank Account** as of April 28, 2023, days before the aforementioned Medicare payments were received, was

approximately \$10,500. As such, there was no significant commingling of legitimate funds related to **Subject Bank Account** and the requested forfeiture of financial assets or real property purchased with those financial assets.

45. Based on my training and experience and my knowledge of this investigation. I believe that Abedi and Begum engaged in a widespread practice of billing Medicare for OTC Covid-19 test kits that were never delivered to Medicare patients and/or never requested by Medicare patients. Therefore, probthe funds that Medicare deposited into the **Subject Bank Account** were obtained in violation of **Subject Offenses**.

46. Based on similar facts and investigative findings, on July 6, 2023, a seizure warrant was signed in the for the seizure of \$31,583,114.64 from **Subject Bank Account** related to **Subject Offenses**. Of the \$31,583,114.64 authorized for seizure, the United States of America seized \$28,645,208.85 pursuant to the seizure warrant. The approximate \$3,000,000 remaining was dispensed from **Subject Bank Account** by Begum and/or Abedi across approximately 25 separate transactions to multiple companies and/or individuals between the time of deposit from Medicare through the date of seizure.

Subject Vehicles

47. One of the Medicare fund debits that Begum issued from **Subject Bank Account** included check number #1936, from **Subject Bank Account** for \$217,000 to "Zion Motor." The check memo stated "Leasing of vehicle." Check #1936 was dated and posted from **Subject Bank Account** on June 20, 2023. "Deposit

Only” and “Zion Motor” was hand- written on the endorsement section of the back of check #1936. Zion Motors and separate financial analysis confirmed check #1936 as the payment method for the **Subject Vehicles**:

MEDSHIELD LABS LLC
9319 LYNDON B JOHNSON FWY STE 102
DALLAS, TX 75243-3440

1936
32-61/1110

DATE 06/20/2023

PAY TO THE ORDER OF Zion Motor \$ 217,000.00

Two Hundred and Seventeen thousand & no/100 DOLLARS

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

MEMO Leasing # vehicle [Signature]

⑆111000614⑆ 816893009⑆1936

ENDORSE HERE
Deposit only
Zion Motor

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

48. Zion Motors is located at 2041 Gideon Avenue, Zion, Illinois 6009. A certificate of authority, DRS 9800039359 and Dealer DL5403, located at 2041 Gideon Avenue, Zion, Illinois, listed Mirza Azeem Baig as the registered agent of Zion Motors. The certificate further specified the type of vehicles dealt as “used motor vehicles:”



49. One June 22, 2024, Abedi purchased (not leased) all three **Subject Vehicles** from Mirza Azeem Baig with check #1936, as described above, as payment:

a. 2020 gray Tesla Model Y, VIN: 5YJYGDEE5LF022897, was sold for \$85,000. The certificate of title listed Shaffee Baig as the previous owner with no lienholder. Zion Motors was listed as assignment of title on July 13, 2022. Abedi was listed as the first title reassignment on June 22, 2023:

b. 2016 black Land Rover Range Rover, VIN: SALGS2VF7GA283270, was sold for \$75,000. The certificate of title listed Vito Dizonne as the previous owner with US Bank N.A. as lienholder. Zion Motors was listed assignment of title on January 24, 2021 with a

release of lien from US Bank confirmed on February 4, 2021. Abedi was listed as the first title reassignment on June 22, 2023.

c. 2023 silver Toyota Sienna, VIN: 5TDBSKFCXPS075442, was purchased by Abedi as a new vehicle from Zion Motors for \$57,000.

Abedi signed for all of the **Subject Vehicles** as buyer and Mirza Azeem Baig signed for all of the **Subject Vehicles** as seller. Additionally, Abedi provided his Illinois driver's license to Zion Motors as part of the purchase transaction. On each purchase order of the **Subject Vehicles**, Abedi listed the Medshield address, "9319 Lyndon B Johnson, Dallas, TX 75243" under the buyer information. In total, the combined purchase amount of all three **Subject Vehicles** was \$217,000:

Buyers Purchase Order:

Buyers Purchase Order

**Zion Motors**

2041 Gideon, Zion, IL 60099

Phone: (847-980-2401) Fax: (630-315-7440)



Date: 06/22/23

Buyer: SYED HUSSAINABEDI DL #: [REDACTED]

Co-Buyer: _____ DL #: _____

Address: 9319 LYNDON B JOHNSON City: DALLAS State: TX Zip: 75243-Home Phone: [REDACTED] Cell Phone: [REDACTED] County: _____

Year	Make	Model	Body Style	Color	Vin #
2020	TESLA	YMODEL	4DOOR	GRAY	5YJYGDEESLF022897

Year	Make	Model	Vin #	Odometer	Odometer Statement	Cash Price
					Mileage <u>35000</u>	<u>\$85,000.00</u>
					<input checked="" type="radio"/> Actual	Trade In <u>\$</u>
					<input type="radio"/> Not Actual	Net <u>\$</u>
					<input type="radio"/> Exempt	Document/Prep Fee <u>\$</u>
Allowance	\$				No public liability insurance issued	Title & Lic. Plate <u>\$</u>
Less Amount Owning	\$				With this transaction.	Taxes <u>\$</u>
Net Allowance	\$					Extended Warranty <u>\$</u>

The purchaser represents and warrants that he is of legal age that he has title to and good right to sell and dispose of the used Car, described above, that there are no liens, claims, and/or encumbrances thereon, and agrees to furnish good and Sufficient title and hereby grants the above company power of attorney to assign and endorse said title for him.

This Vehicle is sold AS IS with no warranty.

In the event of out of state sales, title to the above described vehicle shall remain in the possession of seller Until funds have cleared the bank. Payments need to be made via cash, cashiers check, or bank wire transfer.

POWER OF ATTORNEY

Know all men, by these presents, that whose name & address is as mentioned above does hereby make, constitute, and appoint Zion Motors whose address is 2041 Gideon, Zion, IL 60099 as his lawful attorney in fact, to sign all papers and documents required to secure Illinois title and/or registration, transfer interest in, and to let the buyer know the change of address.

Transfer Plate # _____
Exp: _____
Year _____ Make _____
Model: _____

Vin # _____

NOTE:

By signing this agreement, I accept and approve the terms above.

X [Signature]
Buyer
Owner / Manager

X _____
Co-Buyer
Date

Buyers Purchase Order:

Buyers Purchase Order



Zion Motors

2041 Gideon, Zion, IL 60099
Phone: (847-980-2401) Fax: (630-315-7440)



Date: 6/22/23

Buyer: SYED HUSSAIN ABEDI

DL #: [REDACTED]

Co-Buyer:

DL #:

Address: 9319 LYNDON B JOHNSON City: DALLAS State: TX Zip: 75243

Home Phone: [REDACTED]

Cell Phone: [REDACTED]

County:

Year	Make	Model	Body Style	Color	Vin #
2023	TOYOTA	SIENNA	VAN	SILVER	5TDBSKFCXPS075442

Trade In
Year Make Model

Vin #

Odometer

Allowance \$

Less Amount Owed \$

Net Allowance \$

Odometer Statement

Mileage 500

☒ Actual
☐ Not Actual
☐ Exempt

No public liability Insurance issued
With this transaction.

Cash Price \$57,000.00

Trade In \$ /

Net \$ /

Document/Prep Fee \$ /

Title & Lic. Plate \$ /

Taxes \$ /

Extended Warranty \$ /

Total Price \$57,000.00

Partial Payment \$

Balance \$ 0

The purchaser represents and warrants that he is of legal age that he has title to and good right to sell and dispose of the used Car described above, that there are no liens, claims, and/or encumbrances thereon, and agrees to furnish good and Sufficient title and hereby grants the above company power of attorney to assign and enforce said title for him.

This Vehicle is sold AS IS with no warranty.

In the event of out of state sales, title to the above described vehicle shall remain in the possession of seller
Until funds have cleared the bank. Payments need to be made via cash, cashiers check, or bank wire transfer.

POWER OF ATTORNEY

Know all men, by these presents, that whose name & address is as mentioned above does hereby make, constitute, and appoint Zion Motors whose address is 2041 Gideon, Zion, IL 60099 as his lawful attorney in fact, to sign all papers and documents required to secure Illinois title and/or registration, transfer interest in, and to let the buyer know the change of address.

Transfer Plate #

Exp:

Year Make

Model:

Vin #

NOTE:

By signing this agreement, I accept and approve the terms above.

X

Buyer

Owner / Manager

X

Co - Buyer

Date

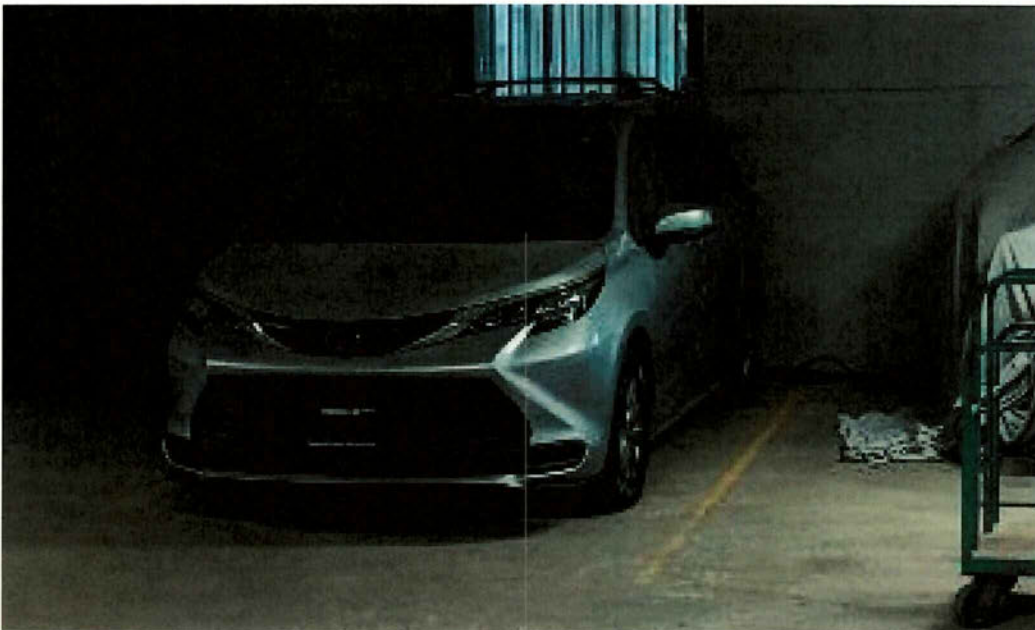
50. Additionally, Abedi provided his Illinois driver's license as part of the

purchase agreement of the **Subject Vehicles**:



51. On June 23, 2023, the day after the **Subject Vehicle** purchases, Abedi and Begum traveled to Hyderabad, India via Chicago O'Hare International airport with no return flights identified.

52. On May 10, 2024, investigators observed **Subject Vehicles** in the proximity of 1420 Renaissance Drive, Park Ridge, Illinois 60068 and confirmed matching VINs. The **Subject Vehicles** did not have license plates attached:



53. Based on similar facts and investigative findings, on June 18, 2024, a seizure warrant was signed for the seizure of **Subject Vehicles** related to **Subject Offenses**.

54. On June 20, 2024, agents seized the **Subject Vehicles** pursuant to the aforementioned seizure warrant. The Toyota Sienna and Tesla Model Y were

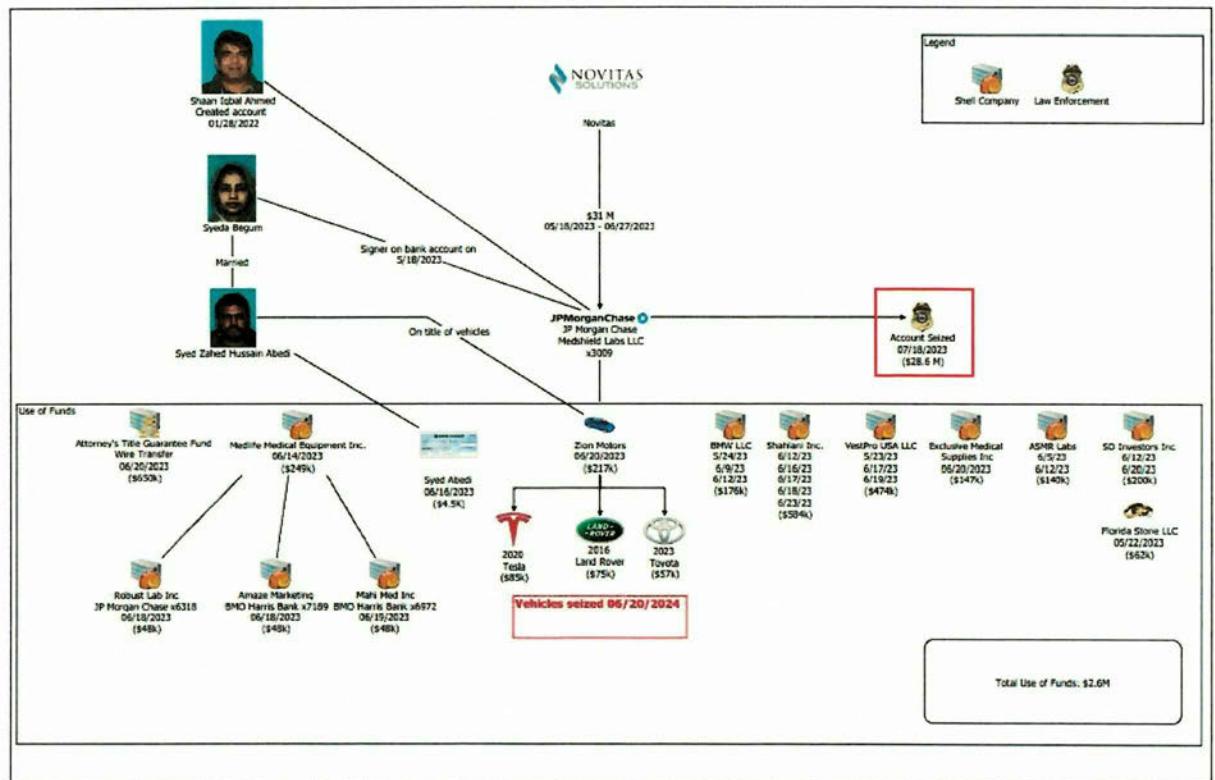
located at a shipping company in Chicago, Illinois. Employees of the shipping company notified agents that the Toyota Sienna and Tesla Model Y were scheduled for shipment to Dubai, India.

Interview of Abedi

55. On September 27, 2024, writer interviewed Abedi telephonically. During the interview, Abedi stated that he was “guilty of fraud” and participated in the fraud because he became greedy and was offered \$300,000 to participate in the scheme. Abedi further informed investigators that he currently lived in Hyderabad, India. Abedi also requested that he assume Begum’s charges so that Begum would be able to raise their children. Abedi was previously living in the U.S. pursuant to an asylum claim. Abedi further indicated that by returning to India he had broke the conditions of his asylum claim with the U.S.

Financial Flow Chart Summary of Account x3009

56. The following flow chart visually summarizes the aforementioned facts related to **Subject Bank Account**: (1) Ahmed opened account x3009 on January 1, 2022 and registered the same account title “Medshield Labs LLC” with Medicare as the receiving account for Medicare payments to Medshield; (2) Begum added to **Subject Bank Account** on May 18, 2023; (3) Between May 18, 2023 and June 27, 2023, Medicare (through Notivas, a Medicare contractor), issued approximately \$31 million into **Subject Bank Account** for OTC Covid-19 payments (K1034); between approximately May 2023 and June 2023, Begum/Abedi issued multiple credits that totaled approximately \$2.6 million and included the purchase of **Subject Vehicles**:



V. Conclusion

57. Based on the forgoing, Begum and Abedi knowingly and willingly participated in a scheme to fraudulently obtain Medicare funds which were deposited into **Subject Bank Account**. A portion of those fund was then used by Abedi and Begum to purchase **Subject Vehicles**.

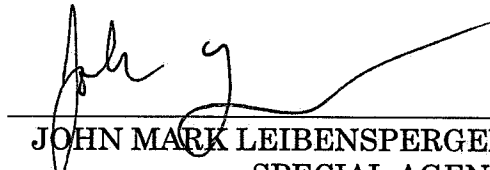
58. Specifically, Begum and Abedi took actions to control Medshield, submitted, or caused to be submitted approximately 400,000 fraudulent claims that totaled \$49 million billed and \$31 million paid from Medicare for OTC Covid-19 test using approximately 350,000 Medicare beneficiary's information. As such, Begum

and Abedi committed violations of Title 18 U.S.C. § 1347, Title 18 U.S.C § 1343, and Title 18 U.S.C § 1349.

59. The assets listed in paragraph 6 is also subject to civil forfeiture to the United States under Title 18, U.S.C., § 981(a)(1)(C).

60. I declare under penalty of perjury that the forgoing is true and correct to the best of my knowledge and belief.

Executed on November 5, 2024



JOHN MARK LEIBENSPERGER
SPECIAL AGENT
FEDERAL BUREAU OF INVESTIGATION